

Rockford

Teamsters #238 (Mixed)

7/1/2006 6/30/2009

ROCKFORD/TEAMSTERS # 238 (MIXED)

06-09

AGREEMENT

Between

CITY OF ROCKFORD AND THE ROCKFORD LIGHT PLANT

AND

TEAMSTERS LOCAL 238

July 1, 2006 - June 30, 2009



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AGREEMENT

THIS AGREEMENT is being entered into this 1 day
of July, 2006, between the City of Rockford and the Light Plant hereinafter
referred to as the Employer(s) and Teamsters Local 238 (on behalf of the employees of
the City of Rockford and the Light Plant) shall be referred to as the Union.

ARTICLE 1

DUES CHECK OFF

The Employer agrees to deduct from the pay of all employees covered by this
Agreement, dues, initiation fees and/or assessments of the Local Union. Written
authorization shall be furnished on a form supplied by the Union. The Union agrees to
hold the Employer harmless for any liability incurred by the deduction of Union dues, or
initiation fees from the wages of any employee in the bargaining unit as provided by this
Article.

ARTICLE 2

INSURANCE

The Employer City will provide single coverage in a group medical plan with
benefits comparable to those currently being provided under Blue Cross/Blue Shield
Select Alliance for all full time employees of the City.

The Employer Light Plant will provide single coverage in a group medical plan
for all of its full time employees comparable to what is currently being provided also
through Blue Cross Blue Shield Select Alliance.

The Employer reserves the right to select the insurance carrier to provide these
benefits.

A full time employee for purposes of this article is an employee who is regularly scheduled for work forty (40) hours a week.

employees may opt out of city insurance.

ARTICLE 3

HOLIDAYS

All regularly scheduled full time City and Light Plant employees shall receive **nine (9)** paid holidays per year. The employee shall be paid for the same number of hours that he or she is regularly scheduled to work for such holidays.

The following are the **nine (9)** paid holidays:

New Years Day
Memorial Day
July 4
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

One additional one/half day will be provided on the last half of the regularly scheduled workday of New Years Eve when this day falls on Monday through Thursday.

Additionally, the employee will be entitled to take off a day for his or her birthday as long as it is taken off at any time up through the end of the first full pay period following the birthday. If it is not taken within this time frame, it is forfeited.

When a holiday falls on a Saturday, the holiday will be observed on Friday and when the holiday falls on Sunday, the holiday will be observed the following Monday.

The City employees working, as Police Officers shall be credited with shift time off, the day the holiday is observed and may take holiday time off or take holiday pay at their option. Holiday pay will be the employee's regular rate, times one and one-half.

ARTICLE 4

RANDOM TIME

All full time employees of the Employer(s) will earn ninety-six (96) hours a year of Random Time at the rate of 8 hours per month. The maximum amount of random time which can be accumulated is twenty days or 160 hours. Employees may use random time for sick pay, when off because of illness or injury or for personal business with 24 hour notice to the Employer.

All part-time employees shall earn random time at the pro-rata rate based on the number of hours worked per week compared to 40 hours.

Part time employees' random time may be accumulated up to 160 hours prorated in the same manner as above.

ARTICLE 5

VACATIONS

All full time employees of the Employer(s) shall accrue vacation from the date of employment as follows:

| | | |
|---|----------------|---------------------|
| Upon completion of 1 full year | 1 week | (Both Units) |
| Upon completion of 2 full years | 2 weeks | (Both Units) |
| Upon completion of 7 full years | 3 weeks | (Both Units) |
| Upon completion of 12 full years | 4 weeks | (Both Units) |

Additionally, vacation time would be figured from January 1 though December 31.

If vacation is accrued in part of a year because an individual is hired subsequent to January 1, then the first year vacation will be pro-rated and awarded on December 31.

Thereafter, vacation is awarded upon completion of each full year of service.

ARTICLE 6

LEAVES OF ABSENCE

JURY LEAVE: Any full time employee of the employer(s) who is selected for jury duty or is called as a prosecution witness, shall be paid for all normal working hours spent on such duty. Compensation received by the employee by the Court will be turned over to the City Clerk, with the exception of meal and/or travel allowance incurred by the employee.

FUNERAL LEAVE:

Immediate Family Funeral Leave:

An employee of the employers shall receive five (5) consecutive working days off with pay in the event of the death of a husband, wife, child or parent.

Leave For Death of Other Family Members:

An employee shall receive two (2) consecutive working days off with pay in the event of the death of mother-in-law, father-in-law, sister, brother, grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, uncle and aunt.

Pallbearer Leave:

An employee of the employers shall receive time off to attend a funeral at which he/she is to be a pallbearer up to one-half day, with compensation.

Clarification of Definitions:

For the purposes of this agreement, the term parent includes step-parent; sister or brother includes step-sister or step-brother; children includes step-children.

ARTICLE 7

LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay is a predetermined amount of time off from work which has been recommended by the Mayor and approved by the City Council. Such leave shall not extend beyond twelve (12) months, but may be extended with the written approval of the council, with the exception of the military leave. The fact that such leave is possible does not mean that the requested leave must be granted. A leave of absence deprives the employee's department of service of employee, who it is assumed is needed, if the department is to properly do its job. Leaves of absence without pay, should be considered as a privilege and the best interests of the department of the City services must be the determining factors in whether such leaves are granted or not. The decision whether to grant a leave of absence without pay, shall not be grievable by the employee.

When an employee is granted a leave of absence without pay, the department commits itself to allowing the employee to return to work at the end of the leave to the same duties that the employee was performing when he/she went on leave. The employee will return to the same step within the pay range that is prevailing, at the time of this return to work.

When granted a leave of absence without pay the employee commits himself to returning to work at the end of the leave. Failure to contact the department head at the end of the leave shall be grounds for labeling the separation from City service as a

voluntary quit.

During a leave of absence without pay, under this section or any other leave of absence for which the employee is not paid, the employee:

- A. Does not receive pay from the City;
- B. Does Not earn vacation;
- C. Must utilize all accumulated vacation, and compensatory leave until they expire, except in the case of disciplinary action when such leaves may be used to offset the action;
- D. Must pay group hospitalization premiums falling due during the period the employee is not on the payroll;
- E. Must pay coverage under group life insurance plan;
- F. Shall not receive any other benefits during the period of absence.

MILITARY LEAVE

Any full time employee who requires a military leave will, upon showing his/her orders to his/her immediate supervisor, be given a paid leave of absence for up to thirty (30) days. Refer to State Code Chapter 299.28 for further details.

PERSONAL LEAVE

The Mayor may grant an unpaid leave of absence for a period of up to ten (10) days per year for an employee who needs the time for personal reasons. The granting of this leave is discretionary and its denial is not grievable.

ARTICLE 8

SENIORITY

Before you can gain seniority you must complete a 60 day probationary period.

Seniority shall be determined by the employee's length of service as a full time employee for the City or the Light Plant. Seniority shall be accrued separately within each job category. The job categories are:

Light Plant employee
City Police employee
Streets and Parks employee
Water Department employee
Public Works supervisor

Time spent on a leave of absence not to exceed one year and time lost because of duty connected disability shall be included as seniority.

An employee shall forfeit his/her seniority only for the following reasons:

1. The employee resigns;
2. The employee is dismissed and is not reinstated;
3. The employee retires from regular employment.

The choice of vacation shall be granted to an employee in order of seniority beginning with the most senior employee in each of the separate job categories set forth above.

ARTICLE 9

INSERVICE TRAINING

The cost of any in-service training required by the City of Rockford or the State of Iowa for City and/or Light Plant employees shall be paid by the City and/or Light Plant.

Any employee who enrolls in a course for college credit on or after 7/1/97 and

obtains credit for that course will be eligible to be paid 85 cents per semester credit hour per month as a salaried bonus up to a maximum of \$51.00 per month, if the course is determined by the Mayor prior to enrollment in the course as being job related and necessary.

ARTICLE 10

GRIEVANCE PROCEDURE

A grievance is a claim by an employee or employees that there has been a violation or misinterpretation of, or a misapplication of any provision of the collective bargaining agreement.

Step 1: An Employee with a claim shall first verbally discuss that claim to his/her immediate supervisor within five (5) working days of his/her knowledge that a violation or alleged violation has occurred. This step may be with or without the Steward present, at the employee's option.

The immediate supervisor shall then have three (3) working days to respond verbally to the employee.

Step 2: If the employee does not agree with the verbal answer of the supervisor, he/she shall submit the grievance in writing to the appropriate designee of the Employer(s) within five (5) working days of the verbal answer.

The designated representative of the Employer(s) shall respond to the written grievance in writing to the employee and the Union within five (5) working days of the receipt of the written grievance.

Step 3: If the employee does not agree with the written answer of the

Employer's designee, the employee shall, within three (3) working days, submit the grievance to the Mayor and the City Council.

The City Council or its designated representative(s) shall meet with the Grievant, Steward and the designated representative from the Union at a time that can be mutually agreed upon but in no case longer than fifteen (15) working days of the date it receives the written grievance, in an attempt to resolve the issue.

Step 4: Within ten (10) working days of the receipt of the City Council answer, the Union shall submit written notice to the Council that they intend to go to Arbitration. The parties shall attempt to mutually agree upon an arbitrator. If the parties are unable to agree to a mutual selection, the Union shall submit a request for arbitration to the Federal Mediation and Conciliation Service for the appointment of an arbitrator. The list of arbitrators shall consist of five (5) Arbitrators. The parties will, upon receipt of the list of arbitrators, alternately strike names until only one name remains, that person will act as the arbitrator of the issues submitted.

The arbitrator selected will confer with the representatives of the parties and set up a hearing date as promptly as possible. The arbitrator is required to issue his/her decision, not later than thirty (30) calendar days after the close of the hearings. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions. This decision shall be final and binding on the parties.

The cost of the arbitrator shall be shared equally by the parties. The cost of witnesses shall be borne by the party calling said witness.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement.

ARTICLE 11

HOURS OF WORK

Ordinary work hours for City and Light Plant Employees shall be from 7:30 A.M. to 4:00 P.M. - Monday through Friday.

The Police Department's regular schedule shall be set by the Mayor.

Lunch Period: All employees who work an eight (8) hour day shall receive a thirty (30) minute lunch period and a work break (which shall be taken at the work site unless otherwise directed by the Mayor) of fifteen (15) minutes for each four (4) hours worked.

Overtime: All full time employees of the Employer(s) who is called back to work before his/her next scheduled shift shall receive a minimum of two hours pay at time and one-half. However, Light Plant employees when they are only making routine checks will be paid only one half hour of time rather than the two hour minimum.

Light plant employees who are required to be on call shall remain within a fifteen mile radius of the city limits of Rockford and must be able to transport himself or herself to the light plant within 20 minutes of being called in. Employees who are on call shall be paid an extra, **\$80.00 per week 2006, \$85.00 per week 2007 \$90.00 per week 2008, per week** for any week during which he/she is on call. Additionally, if the employee is called into work, he/she will be paid according to the master contract for two hours or actual time worked, which ever is greater.

An employee may take compensatory time in lieu of overtime pay at the rate of one and one-half hours for all hours worked. However, the compensatory time must be used during the same pay period as the "overtime" worked.

Any employee who works in excess of 40 hours in a work week shall be paid one and one-half times the employees rate of pay for the hours in excess of 40. Approved leaves of absence with pay shall be considered time worked for the computation of overtime.

ARTICLE 12

WAGES

| | Starting Rate for New Hire | Wage Rate for Employee Hired as of: | | |
|--|----------------------------|-------------------------------------|---------|---------|
| | | 7/1/06 | 7/1/07 | 7/1/08 |
| <u>CITY EMPLOYEES:</u> | | | | |
| City Police Chief | \$10.00-\$13.00 | \$15.25 | \$15.70 | \$16.15 |
| City Patrolman: | \$10.00-\$13.00 | \$13.65 | \$14.10 | \$14.55 |
| City Part-time Police Officer | \$10.00-\$13.00 | \$13.65 | \$14.10 | \$14.55 |
| Public Works Supervisor: | \$10.00-\$13.00 | \$15.50 | \$15.95 | \$16.40 |
| Plus an additional .25 cents per hour For each certification of water & sewer | | | | |
| Streets/Parks Wastewater/Water Asst. | \$9.50-\$11.00 | \$11.95 | \$12.40 | \$12.85 |
| Plus an additional .25 cents per hour for each certification of water & sewer | | | | |
| <u>LIGHT PLANT EMPLOYEES:</u> | | | | |
| Light Plant Supervisor: | \$16.00-\$19.00 | \$19.90 | \$20.35 | \$20.80 |
| Lineman: | \$15.00-\$17.00 | \$17.65 | \$18.10 | \$18.55 |

At the discretion of the employer, it may start new hires during the term of this contract at any per hour compensation within the stated range based on the new hire's qualifications.

All new employees, except police officers will go to the prevailing wage rate after 60 days of employment. The police officer will go to the prevailing wage upon completion of the police academy school.

WELLNESS PROGRAM

\$100.00 per year; Must provide City with receipt.

ARTICLE 13

TERMINATION OF AGREEMENT

Therefore, this agreement shall remain in full force and effect between July 1, 2006 and June 30, 2009.

A party seeking a continuation shall cause a written notice to be served on the other party by September 15 of the year prior to the time when a continuation is desired, and shall indicate at that time whether modifications of this Agreement are desired. Accordingly, if a continuation of the contract is requested for the fiscal year beginning July 1, 2009, notice must be given on or before September 15, 2008, and negotiations shall commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have caused this

Agreement to be executed by their duly authorized representatives

this 1 day of July, 2006

For the City of Rockford

Harry White
Mayor

For Teamsters Local 238

Bob Wheeler
Business Representative